

1 Christopher A. Sproul (Bar No. 126398)
2 Jodene Isaacs (Bar No. 226895)
3 Environmental Advocates
4 5135 Anza Street
5 San Francisco, California 94121
6 Telephone: (415) 533-3376
7 Facsimile: (415) 358-5695
8 Email: csproul@enviroadvocates.com
9 Email: jisaacs@enviroadvocates.com

10 Fredric Evenson (State Bar No. 198059)
11 ECOLOGY LAW CENTER
12 ~Monterey Bay~
13 P.O. Box 1000
14 Santa Cruz, CA 95061
15 Telephone: (831) 454-8216
16 Email: evenson@ecologylaw.com

17 Attorneys for Plaintiff
18 ECOLOGICAL RIGHTS FOUNDATION

19 UNITED STATES DISTRICT COURT
20 NORTHERN DISTRICT OF CALIFORNIA

21 ECOLOGICAL RIGHTS FOUNDATION, a non-
22 profit corporation,

23 Plaintiffs,
24 v.

25 A&S METALS, SGS RECYCLING
26 ENTERPRISES, INC., and STANLEY G. SYLVA,
27 JR.,

28 Defendant.

Civil Case No. 3:15-cv-02758-EMC

[Proposed] Consent Decree
(Federal Water Pollution Control
Act, 33 U.S.C. §§ 1251 *et seq.*)

1 **WHEREAS**, Plaintiff Ecological Rights Foundation ("EcoRights") is a non-profit public benefit
2 corporation dedicated to the preservation, protection, and restoration of the environment, the wildlife
3 and the natural resources of all waters of California, including those of Tembladero Slough, Moss
4 Landing Harbor, Elkhorn Slough and Monterey Bay;

5 **WHEREAS**, Plaintiff alleges that A&S Metals, SGS Recycling Enterprises, Inc., and Stanley G.
6 Sylva Jr. (hereinafter referred to collectively as "A&S") are the owners and operators of the A&S
7 recycling facility located at 11340 Commercial Parkway, Castroville, California ("the Facility") and
8 have caused pollutants to be discharged to waters of the United States from the Facility;

9 **WHEREAS**, A&S's operations at the Facility include metals recycling, concrete aggregate
10 crushing, and related materials storage. The Facility consists of a series of outbuildings and uncovered
11 yards where ferrous and non-ferrous scrap metal, metal waste, plastic and paper household wastes, and
12 used motor vehicle parts are sorted and stored. Scrap metals and other materials are stockpiled outside
13 where they are exposed to the elements;

14 **WHEREAS**, Plaintiff alleges discharges of stormwater flow off the Facility to Tembladero
15 Slough. Tembladero Slough flows northwest to Moss Landing Harbor, Elkhorn Slough and Monterey
16 Bay;

17 **WHEREAS**, discharges from the Facility are regulated by the National Pollutant Discharge
18 Elimination System ("NPDES") General Permit NO CAS000001 [State Water Resources Control
19 Board] Water Quality Order No. 92-12-DWQ, as amended by Order No. 97-03-DWQ and Order 2014-
20 0057-DWQ ("Storm Water Permit") and the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et*
21 *seq.* ("Clean Water Act" or "CWA");

22 **WHEREAS**, on April 18, 2015, EcoRights provided notice to A&S of its violations of the
23 CWA and of EcoRights' intention to file suit against A&S and further provided such notice to the
24 Administrator of the United States Environmental Protection Agency ("EPA"); the Regional
25 Administrator of EPA Region IX; the Executive Director of the California State Water Resources
26 Control Board ("State Board"); the Executive Officer of the California Regional Water Quality Control
27 Board, Region 3 ("Regional Board"); the U.S. Attorney General, and the Defendants ("Notice Letter")

as required by the CWA, 33 U.S.C. § 1365(b)(1)(A);

WHEREAS, on June 19, 2015, Plaintiff filed a complaint against A&S in the United States District Court, Northern District of California alleging ongoing violations of the CWA (hereinafter "Complaint");

WHEREAS, A&S denies all allegations in the Notice Letter and Complaint, and maintains that its operations are in compliance with the requirements of the CWA and the Storm Water Permit;

WHEREAS, this Consent Decree shall be submitted to the EPA and United States Department of Justice ("DOJ") for the statutory review period pursuant to 33 U.S.C. §1365(c) and 40 C.F.R. § 135.5;

WHEREAS, Plaintiff and A&S have agreed that it is in the Parties' mutual interest to enter into a Consent Decree setting forth terms and conditions appropriate to resolving the allegations set forth in the Complaint without further proceedings and without any admission of liability by A&S; and

WHEREAS, all actions taken by A&S Defendants pursuant to this Consent Decree shall be made in compliance with all applicable Federal and State laws and local rules and regulations.

NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE PARTIES AND ORDERED AND DECREED BY THE COURT AS FOLLOWS:

I. GENERAL OBJECTIVES

1. The objectives of this Consent Decree are:

- a. To ensure that A&S continues to improve its efforts to comply with the CWA;
- b. To ensure that A&S continues to use, implement, and improve ways, means, and methods to prevent or reduce the discharge of pollutants in storm water runoff from the Facility; and
- c. To further the goals and objectives of the CWA.

II. DEFINITIONS

2. Unless otherwise expressly defined herein, terms used in this Consent Decree which are defined in the CWA or in regulations or rules promulgated under the CWA have the meaning assigned to them in the statutes or regulations or rules. Whenever terms listed below are used in this Consent Decree, the following definitions apply:

1 "Consent Decree" means this Consent Decree and any attachments or documents incorporated by
2 reference.

3 "Day" means a calendar day. In computing any period of time under this Consent Decree, where
4 the last day of such period is a Saturday, Sunday, or Federal or State Holiday, the period runs until the
5 close of business on the next day that is not a Saturday, Sunday, or Federal or State Holiday.

6 "Design Storm" means the 85th Percentile, 24 hour rain event as determined from the National Oceanic
7 and Atmospheric Administration's Castroville station rainfall records from 1995 to through 2015.

8 "Effective Date" means the effective date of this Consent Decree, which shall be the last day for
9 the U.S. Environmental Protection Agency ("EPA") and the U.S. Department of Justice ("DOJ") to
10 comment on the Consent Decree, i.e., the 45th day following these agencies' receipt of the Consent
11 Decree, or the date on which these agencies provide notice that they require no further review,
12 whichever occurs earlier.

13 "Wet Season" means the seven-month period beginning October 1st of any given year and ending
14 April 30th of the following year.

15 **III. JURISDICTION AND VENUE**

16 3. This Court has jurisdiction over the subject matter of the claims asserted by Plaintiff pursuant
17 to CWA section 505(a), 33 U.S.C. § 1365(a), 28 U.S.C. §§ 1331, 1355, and 1367. Venue is proper in
18 this judicial district pursuant to section CWA §§ 309(b), 505(c), 33 U.S.C. §§ 1319(b), 1365(c), and 28
19 U.S.C. §§ 1391(b) and (c). The parties waive any and all objections that they may have to the Court's
20 jurisdiction to enter and enforce this Consent Decree.

21 4. The Complaint states claims upon which relief may be granted pursuant to section 505 of the
22 Clean Water Act, 33 U.S.C. § 1365.

23 5. Plaintiff has standing to bring this action.

24 **IV. EFFECT OF CONSENT DECREE/RELEASE OF CLAIMS**

25 6. Plaintiff does not, by its consent to this Consent Decree, warrant or aver in any manner that
26 A&S's compliance with this Consent Decree will constitute or result in compliance with any federal or
27 state law or regulation.

1 7. This Consent Decree is neither a permit nor a modification of existing permits under any
2 federal, state, or local law and in no way relieves A&S of its responsibilities to comply with all
3 applicable federal, state and local laws and regulations.

4 8. Compliance with this Consent Decree, including all monetary payments due under this
5 Consent Decree (including but not limited to the payment of any stipulated payments) and the
6 completion of all remedial measures required pursuant to this Consent Decree resolves Plaintiff's civil
7 claims for the violations alleged against A&S in this Action.

8 9. Plaintiff's Release: Upon the Effective Date of this Consent Decree, Plaintiff hereby releases
9 A&S (and its current and former officers, directors, employees, members, parents, subsidiaries, and
10 affiliates, and each of their successors and assigns, and its agents, attorneys, and other representatives),
11 from all CWA violations alleged in the Complaint up to and including the Effective Date of this
12 Consent Decree. Except for claims for A&S's failure to comply with this Consent Decree, Plaintiff
13 further releases A&S (and its current and former officers, directors, employees, members, parents,
14 subsidiaries, and affiliates, and each of their successors and assigns, and its agents, attorneys, and other
15 representatives), from all claims pertaining to alleged violations of the CWA that may occur due to
16 discharges of storm water from the Facility between the Effective Date and the termination of this
17 Consent Decree.

18 8. Defendants' Release: Upon the Effective Date of this Consent Decree, Defendants, on each
19 of their own behalves and on behalf of their current and former officers, directors, employees,
20 members, and each of their successors and assigns, and their agents, attorneys, and other
21 representatives releases Plaintiff (and its current and former officers, directors, employees, members,
22 parents, subsidiaries, and affiliates, and each of their successors and assigns, and its agents, attorneys,
23 and other representatives) from, and waives all claims which arise from or pertain to this action,
24 including all claims for fees (including fees of attorneys, experts, and others), costs, expenses or any
25 other sum incurred or claimed or which could have been claimed for matters associated with or related
26 to Plaintiff's Notice Letter and Complaint up to the Effective Date.

27 **V. APPLICABILITY**

1 9. The provisions of this Consent Decree apply to and bind Plaintiff and A&S (collectively,
2 "Parties"), including any successors or assigns. The Parties certify that their undersigned
3 representatives are fully authorized to enter into this Consent Decree, to execute it on behalf of the
4 Parties, and to legally bind the Parties to its terms.

5 10. The Parties agree to be bound by this Consent Decree and not to contest its validity in any
6 subsequent proceeding to implement or enforce its terms. By entering into this Consent Decree, A&S
7 does not admit liability for any purpose as to any allegation or matter arising out of the Action. Nothing
8 in this Consent Decree shall constitute an admission of any fact or a waiver of any right unless
9 specifically set forth herein.

10 11. No change in ownership or corporate or other legal status of A&S or any transfer of A&S's
11 assets or liabilities shall in any way alter the responsibilities of A&S or any of its successors or assigns
12 thereof, under this Consent Decree. In any action to enforce this Consent Decree, A&S shall not raise
13 as a defense the failure by any of its agents, servants, contractors, employees, successors or assigns to
14 take actions necessary to comply with this Consent Decree, unless such actions were prevented by a
15 force majeure.

16 12. Except as otherwise provided in this Part, the sale or transfer of ownership or operation of
17 any portion of the Facility does not relieve A&S of its obligations under this Consent Decree. Not later
18 than thirty (30) days prior to sale or transfer of ownership or operation of any portion of the Facility,
19 A&S shall give written notice of this Consent Decree to each purchaser or successor in interest. A&S
20 also shall give written notification to Plaintiff, in accordance with Part XIII (NOTICES AND
21 SUBMISSIONS), of the anticipated sale or transfer of ownership or operation of the Facility at least
22 thirty (30) days prior to the scheduled date of such sale or transfer and may seek from the Court a
23 modification of this Decree that would transfer responsibility for compliance with some or all of these
24 provisions to its successor. The Court shall grant such request if the successor is ready, willing and able
25 to fully implement obligations the successor would assume under this Consent Decree.

26 **VI. REMEDIAL MEASURES**

27 **A. Storm Water Pollution Control Measures**

1 13. In addition to maintaining the current BMPs at the Facility, A&S shall develop and
2 implement the BMPs identified herein, as well as any other BMPs necessary to comply with the
3 provisions of this Consent Decree and the Storm Water Permit. Specifically, A&S shall develop and
4 implement BMPs to prevent and/or to reduce contamination in storm water discharged from the Facility
5 sufficient to reduce the levels of pollutants in storm water discharges below the levels in Table 1
6 attached as Exhibit 1 to this Consent Decree and/or to make reasonable progress towards reducing the
7 levels of pollutants in storm water discharges below the levels in Table 1.

8 14. The minimum BMPs to be developed and implemented are set forth below.

9 i. During each rain event A&S shall visually monitor and photo document the area located
10 along the northeast wall where the new water tanks have been installed to confirm that the
11 containment system installed by A&S has been effective at retaining all rainwater on-
12 site/preventing off-site migration of storm water. If visual monitoring shows that storm water
13 has not been contained, A&S shall prepare an Action Plan for additional measures to achieve
14 100% on-site containment of stormwater in this area. Within ten days of the Effective Date,
15 A&S shall install silt fencing around the perimeter of the lower area/the aggregate/car storage
16 area (*i.e.*, the east and south fence. Note: the purpose of the silt fencing along the east area
17 where the water tanks are is to provide a backstop of some filtration of any storm water that is
18 not contained in this area. The purpose of the silt fencing along the rest of the Facility is also to
19 provide some filtration of storm water that might run off from the Facility in these areas and
20 also to capture litter that might otherwise blow off the Facility and be carried by storm water
21 into the slough).

22 ii. Within ten (10) days of the Effective Date, A&S shall install fabric filters in all drop
23 inlets. A&S shall inspect the fabric filters weekly during the Wet Season and shall
24 replace them as needed if damaged or worn.

25 iii. Commencing within ten (10) days of the Effective Date, A&S shall inspect each of the
26 oil water separators weekly during the wet season and clean the vaults and/or clean or
27 replace baffles if oil has built up in an oil/water separator.

- 1 iv. During each rain event during the 2015-16 wet season, A&S shall inspect the end of the
2 road area below the Waste Management Facility to determine if there is substantial run-
3 on from that Facility, and, if so, A&S shall 1) notify Waste Management of potential
4 problem in generating erosion in this area, and 2) request that Waste Management install
5 a berm sufficient to prevent storm water run-on onto the Facility.
- 6 v. A&S shall address the potential vulnerability to erosion of the berm along the road
7 running along east side fence by some combination of (a) jute netting, (b) vegetation,
8 and/or (c) containment of any sediment that runs off the berm. A&S shall rebuild the
9 berm promptly if it becomes eroded so as to maintain its storm water retention intended
10 capacity and purpose.
- 11 vi. A&S shall visually monitor the toe of the driveway to the upper north lot weekly during
12 the rainy season to ensure that the retention capability of the newly installed curb is not
13 exceeded. A&S shall promptly remove any sediment that builds up at the toe of the
14 driveway along the curb to maintain maximum freeboard of curb/retention capacity of
15 curb.
- 16 vii. For all "scrap" vehicles onsite, A&S shall: (a) drain all "bottom fluids" (fuels, motor
17 oils, radiator fluids (antifreeze) and transmission fluids) from vehicles in the designated
18 fluid draining area located on the upper lot portion of the Facility; (b) drain all "top
19 fluids" (windshield wiper fluid, brake fluid, power steering fluid and refrigerants) in
20 designated areas using a vacuum pump and sealed containment vessel to avoid
21 accidental discharge of top fluids onto the ground; and (c) drain automotive fluids out of
22 non-operational vehicles stored at the Facility within five (5) days after receipt of all
23 necessary legal clearances from the Department of Motor Vehicles, the County of
24 Monterey or any law enforcement agency (A&S shall diligently and expeditiously
25 pursue acquiring such legal clearances). In cases where vehicles are not expected to be
26 cleared within 45 days of receipt due to an impound directive from law enforcement
27 personnel or the DMV, A&S shall place the impounded vehicles in a designated area or

1 areas and shall implement BMPs to monitor for and contain and clean up leaks of
2 automotive fluids; (d) ensure that spill kits containing sorbent pads, sorbent socks,
3 granular absorbent, and bags for proper disposal are available in the Designated Fluid
4 Draining Area and in all other areas where vehicles are stored; (e) promptly clean up all
5 spills of automotive fluids and properly dispose of cleaned up materials. In addition,
6 A&S shall post adequate signage throughout the Facility in (if necessary in Spanish as
7 well) to ensure employees know and understand that automotive fluids cannot be
8 drained in areas other than in the Designated Fluid Draining Area.

9 viii. A&S shall perform sweeping of driveways and the public street in front of and within a
10 specified distance of the Facility (to address off-site tracking of pollutants) at least once
11 a week during the Wet Season, at least 24 hours prior to any precipitation event where
12 more than 0.1 inches of rain is predicted with a minimum likelihood of occurrence of
13 50% for the area by the National Oceanic and Atmospheric Administration, and at least
14 once per month during the Dry Season.

15 ix. Within ten (10) days of the Effective Date, A&S shall complete paving of the north
16 driveway and complete construction of the new oil/water separator with risers for access
17 for cleaning and replacement of baffles.

18 **B. Elimination or Reduction of Storm Water Discharges**

19 15. Action Plan Triggers: Action Plans, which include the requirements of paragraph 16
20 below, shall be required as follows: 1) If storm water discharges are detected leaving the Facility in any
21 storm producing less rainfall than the Design Storm, A&S shall submit a plan for additional measures
22 necessary for eliminating the discharge of storm water pollutants in storm events not exceeding the
23 Design Storm ("Action Plan"). 2) If any storm water sample of storm water discharged from the
24 Facility contains a level of contaminant above the levels in the attached Table 1, A&S shall submit an
25 Action Plan including measures for reducing and/or eliminating the discharge of pollutants. 3) If the
26 required visual observations of driveways reveal particulate accumulation, tire tracking of particulates
27 onto the driveways or public street, or oil staining, A&S shall submit an Action Plan that specifies

steps to reduce or eliminate particulate accumulation, tire tracking of particulates onto the driveways or public street, and oil staining. In any year that an Action Plan is required, A&S shall submit it to the Plaintiff by June 30 following the Wet Season.

16. Action Plan Requirements: Each Action Plan submitted shall include at a minimum: (1) the identification of the contaminant(s) discharged in excess of the level(s) in Table 1, (2) an assessment of the source of each contaminant exceedance, (3) the identification of additional BMPs that A&S has chosen to implement, including further measures to contain storm water on-site and, if appropriate given the likely success of 100% containment efforts, treating storm water prior to discharge from the Facility to achieve compliance with the Table 1 levels and/or make reasonable progress toward attainment of these levels, and (4) time schedules for implementation of the proposed BMPs. The time schedule(s) for implementation shall ensure that all BMPs are implemented as soon as possible, but in no case later than October 1 (prior to the next Wet Season). The following BMPs should generally be evaluated to attain Tier Two Levels in the attached Table 1 and make reasonable progress towards attainment of Tier One Levels in the attached Table 1:

- a. Hydraulic Controls: installation of additional berms or equivalent structural controls (if necessary to reduce or prevent storm water from flowing into or, other than through the engineered storm water conveyance system or storm water retention or treatment facilities).
- b. Detention: installation of additional infrastructure for on-site retention or detention of storm water to minimize storm water discharges (overall or from specific areas) or to detain storm water runoff for sufficient detention time so as to reduce pollutants in the discharge.
- c. Visual "Track Off" To Public Streets: additional BMPs necessary to reduce or prevent visual "track off" of material from the Facility onto public streets.
- d. Paving Additional Unpaved Areas: to the extent not already implemented, paving appropriate portions of unpaved portions of the Facility where significant vehicle traffic occurs and from which storm water discharges from the Facility.

- 1 e. Treatment Systems: installing or improving treatment systems that would provide more
2 effective treatment of storm water prior to discharge than currently installed systems,
3 such as a fixed bed filter system or other improved filter system.
- 4 f. Evaluation of BMPs: replacing, rehabilitating, or eliminating existing BMPs, taking into
5 account the age of the BMPs involved or employed, the engineering aspect of the
6 application of various BMPs, and any adverse environmental impact of the BMPs.
- 7 g. Such other additional BMPs as A&S deems appropriate for evaluation.

8 17. Action Plan Review: Plaintiff shall have thirty (30) days upon receipt of A&S's Action
9 Plan to provide A&S with comments. Within fifteen (15) days of A&S's receipt of Plaintiff's
10 comments on the Action Plan, A&S shall accept and incorporate Plaintiff's comments of recommended
11 additional BMPs into the Action Plan, or shall provide Plaintiff with a written explanation if A&S
12 refuses to develop and/or implement any of Plaintiff's recommended additional BMPs. Disputes
13 regarding the adequacy of a particular BMP shall not impact the schedule for implementing any other
14 BMP set forth in the Action Plan. Any disputes as to the adequacy of the Action Plan shall be resolved
15 pursuant to the Dispute Resolution provisions of Part XII (DISPUTE RESOLUTION).

16 18. A&S shall contact Plaintiff to request an extension of the deadline, if necessary, to
17 implement any structural BMPs requiring agency approval. Plaintiff's consent to A&S's requested
18 extension shall not be unreasonably withheld.

19 19. When an Action Plan is completed and approved by Plaintiff or finalized pursuant to
20 Dispute Resolution, A&S shall revise its SWPPP and Monitoring & Reporting Plan ("M&RP") as
21 applicable within thirty (30) days to reflect the changes required by the Action Plan. A&S shall notify
22 Plaintiff in writing when the Action Plan has been completely implemented. A&S shall implement any
23 Action Plan approved pursuant to this paragraph as a requirement of the Consent Decree.

24 **C. Site Mapping**

25 20. Site Mapping: Within sixty (60) days of the Effective Date, A&S shall update the Site
26 Map for the Facility. The Site Map shall clearly identify the property boundaries, ground type (pervious
27 or impervious) on all portions of the Facility; berms, dikes, walls and all other structures controlling the

1 flow of surface water, all components of the Facility storm water conveyance system, including but not
2 limited to all storm water pipes, drop inlets, any storm water storage or treatment infrastructure (as well
3 is the capacity of such infrastructure) and all other physical structures or items relevant under this
4 Consent Decree. The Site Map shall further indicate the direction and pattern of storm water flows at
5 and off the Facility and the locations of nearby receiving waters.

6 21. Designated Discharge Points: Within sixty (60) days of the Effective Date, to the extent
7 not already implemented, A&S shall identify on the Site Map every location at which storm water and
8 non-storm water is known to be discharged or which may potentially be discharged including all
9 driveways ("Designated Discharge Points or Designated Discharge Locations"). Each Designated
10 Discharge Point or Discharge Location shall be numbered and clearly labeled on the Site Map.

11 22. Designation of Storage Areas: The outdoor storage areas at the Facility where materials
12 used at the Facility are stored ("Material Storage Areas") shall be designated on the Facility's Site Map.

13 23. Designation of Industrial Activity Areas: The portion of the Facility where industrial
14 activities occur, including but not limited to: [describe industrial activities] shall be designated on the
15 Facility's Site Map as the "Industrial Activity Areas."

16 24. Pollutant Generating Activities: The Site Map for the Facility shall fully describe all
17 industrial activities that generate dust, particulates or other pollutants that may be deposited within the
18 Facility's boundaries and identify their discharge locations and the characteristics of such dust,
19 particulate and other pollutants; and a description of the primary areas of the Facility where dust,
20 particulate and other pollutants would settle.

21 25. Designation of All Sampling Locations: The Site Map shall set identify precisely where
22 storm water samples are to be collected.

23 **VII. SAMPLING, MONITORING, INSPECTION & REPORTING**

24 **A. Sampling Program**

25 26. A&S shall collect storm water discharge samples from each Discharge Point at the
26 Facility according to the following sampling schedule:

27 During the first year of the Consent Decree, A&S shall collect samples of any storm

1 water discharges that flow off-site past the east and south perimeter of the Facility (up to
2 five storm water samples per year). If four consecutive samples from each of the
3 Discharge Points result in pollutant levels below the Tier One levels set forth in Table 1
4 for any parameter sampled, A&S need not conduct additional sampling for such
5 parameter unless otherwise required by the General Industrial Storm Water Permit. A&S
6 may reduce the frequency of sampling to four samples per location in the second year
7 the decree, three samples per location in the third and subsequent years of the decree.
8 A&S shall analyze each storm water sample collected for each of the parameters listed
9 on the Table 1 (*i.e.*, pH, total suspended solids, oil and grease, COD, aluminum,
10 cadmium, copper, iron, lead, mercury, nickel, selenium, and zinc). Should operations
11 change at the Facility, A&S shall conduct sampling for any additional toxic priority
12 pollutants listed in 40 C.F.R. § 131.38 likely to be present in A&S's storm water
13 discharges in significant quantities as a result of the changed operations.
14

15 27. While this Consent Decree is in effect, A&S shall take all storm water samples within
16 the first hour that flow is observed at the Discharge Points for each storm event. Sampling events shall
17 occur at least 24 hours apart and be preceded by at least 48 hours without storm water discharges.

18 28. If insufficient storm events meeting the above criteria have occurred in any given year
19 by January 31, to ensure that sufficient storm water samples are taken each Wet Season, A&S shall take
20 samples from any subsequent storm event(s) subject only to the limitation that A&S shall take all storm
21 water samples within the first hour that flow is observed at the Discharge Points (*i.e.*, if employees
22 arrive at the Facility at the start of the business day during a rainstorm that commenced before they
23 arrived, they shall take storm water samples within one hour of arriving at the Facility. If rain
24 commences during the workday, employees shall take storm water samples within one hour of the
25 commencement of storm water runoff generated by such rainfall). If A&S does not collect the required
26 number of samples from the designated sampling locations due to lack of discharge, A&S shall explain
27 in the annual reports required by paragraph 36 why rainfall was insufficient samples for A&S to gather

1 the requisite samples.

2 29. A&S shall have all storm water samples collected pursuant to this Decree delivered to a
3 California state certified environmental laboratory for analysis within the time needed for analysis
4 within laboratory method allowable hold times. A&S shall direct the laboratory to conduct analysis
5 sufficient to detect individual constituents at or below the Tier One Levels set forth in the attached
6 Table 1.

7 30. A&S shall provide to Plaintiff complete results from A&S's sampling and analysis of
8 storm water discharges to Plaintiff within fourteen (14) days of receipt of the laboratory report from
9 each sampling event. Each time A&S receives sampling results, A&S shall provide Plaintiff with a
10 chart in digital or hardcopy form that summarizes the results of all the samples and includes the Tier
11 One and Tier Two Levels for comparison. The summary chart shall consistently present the sample
12 summaries in micrograms per liter for all of the parameters for which concentration values are
13 provided.

14 **B. Visual Observations**

15 31. Storm Water Visual Observations: During the life of this Consent Decree, A&S shall
16 conduct visual observations at all Designated Discharge Locations during every rain event that
17 produces a discharge during operating hours while A&S personnel are on-site.

18 32. During such storm water visual observations, appropriately trained A&S employees
19 shall monitor for the presence of visually observable oil sheens in storm water discharges and/or
20 discolored or turbid storm water discharges. A&S shall take representative photographs of storm water
21 discharges during all storm water sampling events, including photographs of any visually observable oil
22 sheens in storm water discharges and/or discolored or turbid storm water discharges. A&S shall include
23 these photographs in annual reports provided to Plaintiff in accordance with paragraph 36.

24 33. During the life of this Consent Decree, A&S shall conduct visual observations at the
25 Facility driveways to the public street. During such visual observations, appropriately trained A&S
26 employees shall monitor for the presence of visually observable particulate accumulation, tire tracking
27 of particulates onto the driveways or public street, and oil staining. A&S shall take representative

1 photographs of these visual observations. A&S shall include these photographs in annual reports
2 provided to Plaintiff in accordance with paragraph 36.

3 **C. Compliance Monitoring**

4 34. Site Inspections. Plaintiff's representatives, Fredric Evenson and/or Christopher Sproul,
5 may conduct two site inspections at the Facility during the life of this Consent Decree, one in October
6 2016, and one in October 2017. The site inspections shall occur during normal business hours and
7 Plaintiff shall provide A&S with forty-eight (48) hours notice prior to each site inspection. During the
8 site inspections, Plaintiff and/or its representatives shall be allowed access to the Facility's SWPPP,
9 M&RP, and other monitoring records, reports, and sampling data for A&S Facility. During the site
10 inspections, Plaintiff and/or its representatives may collect samples of discharges from the Facility. A
11 certified California laboratory shall analyze storm water samples collected by Plaintiff and copies of the
12 lab reports shall be provided to A&S within ten (10) business days of receipt. At the request of A&S,
13 the samples shall be split and one half provided to A&S so as to allow A&S to have its own certified
14 California laboratory analyze the samples, in which case A&S shall provide the laboratory results to
15 Plaintiff within ten (10) business days of receipt. Plaintiff and/or its representatives shall adhere to all
16 A&S's safety protocols during its site inspections.

17 **D. Cleaning, Maintenance, and Inspection Logs**

18 During the life of this Consent Decree, A&S shall keep contemporaneous logs documenting the
19 performance of the inspections (and remedial measures, if any, performed in response to the
20 inspections) performed pursuant to paragraphs 14, and 31-33. All logs required by this Consent Decree
21 shall indicate the staff who completed the cleaning, maintenance, or inspection activity and the date the
22 activity was performed. The logs shall further include notes sufficient to describe the completed
23 activity and any pertinent information that the activity yielded (*e.g.*, such as whether BMPs are in an
24 adequate condition or whether the Facility is free of oil, debris, or other conditions likely to lead to
25 pollutant loading in storm water discharges). The logs shall be made available to ERF at the time of any
26 site inspection.

27 **E. Reporting**

1 35. During the life of this Consent Decree, A&S shall provide Plaintiff with a copy of any
2 documents not uploaded to SMARTS (if any) pertaining to the General Permit submitted to or received
3 from the Regional Board or the State Board concerning the Facility, including all documents and
4 reports submitted to the Regional Board as required by the General Permit. Documents and reports sent
5 by A&S to the Regional Board or State Board shall be electronically mailed to Plaintiff
6 contemporaneously with submission to the Regional Board or State Board. Documents received by
7 A&S from the Regional Board or State Board shall be electronically mailed to Plaintiff within three (3)
8 business days of receipt.

9 36. A&S shall provide Plaintiff with electronic reports on June 30 each year documenting
10 measures taken by A&S to comply with the Decree and providing Plaintiff with summary tables of all
11 storm water sample test results for the Facility; photographs documenting visual inspections at the
12 Facility; and cleaning, maintenance, and all inspection logs prepared pursuant to this Consent Decree.
13 A&S shall further notify ERF within three business days whenever it has uploaded storm water reports
14 and/or other information such as storm water sampling results to the State Board SMARTS online
15 database. A&S need not provide any separate report to ERF of any information A&S uploads to
16 SMARTS.

17 **VIII. EMPLOYEE TRAINING**

18 37. Within thirty (30) days of the Effective Date, A&S shall revise (as necessary) its revised
19 training program, including any training materials needed for effective implementation of the training
20 program, to ensure (1) that there are a sufficient number of employees delegated to achieve compliance
21 with the Storm Water Permit and this Consent Decree, and (2) that these employees are properly
22 trained to perform the required compliance activities ("Training Program"). At a minimum the Training
23 Program shall familiarize employees at the Facility with the requirements of the Storm Water Permit
24 and this Consent Decree and any Storm Water Permit/SWPPP/Consent Decree responsibilities assigned
25 to such employees at the Facility. A&S shall thereafter implement its revised training program.

26 38. The Training Program shall require specific training to include at least the following:

27 a. Non-Storm Water Discharge Training. A&S shall train all Facility employees on the

1 Storm Water Permit's prohibition of non-storm water discharges, so that employees know what non-
2 storm water discharges are, which can result from improper draining of automobile fluids, and how to
3 detect them and prevent them;

4 b. BMP Training. A&S shall train all members of the Facility's pollution prevention
5 team on BMP implementation and maintenance to ensure that BMPs are implemented effectively to
6 prevent the exposure of pollutants to storm water, to prevent the discharge of contaminated storm
7 water, and to ensure the proper treatment of storm water at the Facility;

8 c. Sampling Training. A&S shall designate adequate number of employees necessary to
9 collect storm water samples from each discharge location as required by this Consent Decree and/or
10 the Storm Water Permit. The training shall include the proper sampling protocols, including chain of
11 custody requirements, to ensure storm water samples are properly collected, stored, and submitted to a
12 certified laboratory.

13 d. Visual Observation Training. A&S shall provide training to all individuals
14 performing visual observations at the Facility pursuant to this Consent Decree and/or the Storm Water
15 Permit.

16 39. Training shall be provided on an annual basis, or as otherwise required to ensure
17 compliance with the terms of this Consent Decree, by a private consultant or a representative of A&S
18 who is familiar with the requirements of this Consent Decree and the Storm Water Permit. The training
19 shall be repeated as necessary to ensure that all such employees are familiar with the requirements of
20 this Consent Decree, the Storm Water Permit, and the Facility's SWPPP and M&RP. All new staff will
21 receive this training before assuming responsibilities for implementing the SWPPP and/or M&RP.

22 40. A&S shall maintain training records to document compliance with this section, and shall
23 provide Plaintiff with a copy of these records within fourteen (14) days of receipt of a written request.
24 The Training Program shall be specified in the SWPPP.

25 **IX. STORM WATER POLLUTION PREVENTION AND MONITORING AND REPORTING**
26 **PLAN**

27 41. Within ninety (90) days after the Effective Date of this Consent Decree, A&S shall

1 revise its SWPPP and its M&RP to:

2 a. Incorporate the requirements of the Storm Water Permit, and this Consent Decree,
3 including but not limited to revisions to the SWPPP to specify performance of the Remedial Measures
4 referred to in PART VI (REMEDIAL MEASURES), *e.g.*, the facility wide BMPs, structural BMPs,
5 good housekeeping measures, and site mapping specified in this Part VI;

6 b. Identify the individuals responsible for compliance with the Storm Water Permit and
7 this Consent Decree including specifying which individual is responsible for what area of compliance
8 (*e.g.*, John Doe, collecting samples);

9 c. Describe all BMPs and how they will be operated and/or maintained;

10 d. Denote all actions taken to control the deposition of dust, particulate matter and other
11 pollutants at the Facility;

12 e. Describe where and when storm samples are to be collected and explain why the
13 sample points are representative of off-site discharge and include a checklist that must be used by
14 trained Facility personnel when conducting the storm water sampling required under the Storm Water
15 Permit and/or under this Consent Decree;

16 f. Describe where and when visual inspections of the Facility are to be performed and
17 include a visual inspection checklist that must be used by trained Facility personnel when conducting
18 the visual observations required under the Storm Water Permit and/or under this Consent Decree; and

19 g. Describe the type, direction, and volume of vehicle traffic at the Facility.

20 42. Commenting on the SWPPP and M&RP Revisions. A&S shall submit the revised
21 SWPPP and M&RP to Plaintiff for review and comment as soon as it is completed but in any event no
22 later than thirty (30) days after the Effective Date. Plaintiff shall provide comments made on SWPPP
23 and M&RP revisions, if any, to A&S within thirty (30) days of receipt of the SWPPP and M&RP. A&S
24 shall incorporate Plaintiff's comments into the SWPPP and M&RP or shall justify in writing why any
25 comment is not incorporated within thirty (30) days of receiving Plaintiff's comments. Any disputes
26 over the adequacy of the revised SWPPP and M&RP shall be resolved pursuant to the Dispute
27 Resolution provisions of Part XII (DISPUTE RESOLUTION).

1 43. Additional Revisions to SWPPP and M&RP. A&S shall revise the SWPPP and M&RP
2 if there are any changes in the Facility's operations, including but not limited to changes to storm water
3 discharge point(s) or changes or additions to the BMPs at the Facility resulting from an Action Plan.
4 A&S shall submit any revised SWPPP and M&RP to Plaintiff for review and comment within five (5)
5 days of completion. Plaintiff shall provide comments, if any, to A&S within thirty (30) days of receipt
6 of any revised SWPPP and M&RP. A&S shall incorporate Plaintiff's comments into any revised
7 SWPPP and M&RP, or shall justify in writing why any comment is not incorporated within thirty (30)
8 days of receiving comments. Any disputes as to the adequacy of the SWPPP and M&RP shall be
9 resolved pursuant to the Dispute Resolution provisions of Part XII (DISPUTE RESOLUTION).

10 **X. MITIGATION, FEES, AND COSTS**

11 **The Parties have entered a separate agreement regarding the amounts to be paid by A&S**
12 **for mitigation, attorneys' fees and costs of suit. The Court shall retain jurisdiction to enforce the**
13 **terms of that agreement.**

14 **XII. DISPUTE RESOLUTION AND ENFORCEMENT OF CONSENT DECREE**

15 44. Dispute Resolution Process: If a dispute under this Consent Decree, or the Parties'
16 separate agreement regarding mitigation, fees and costs, arises, or either Party believes that a breach of
17 this Consent Decree has occurred, the Parties shall schedule a meet and confer within ten (10) business
18 days of receiving written notification from the other Party of a request for a meeting to determine
19 whether a violation has occurred and to develop a mutually agreed upon plan, including
20 implementation dates, to resolve the violation. If the Parties fail to meet and confer or the meet and
21 confer does not resolve the issue, after at least seven days have passed after the meet and confer
22 occurred or should have occurred, either Party shall be entitled to all rights and remedies under the law,
23 including bringing a motion before the District Court of California, Northern District, which shall retain
24 jurisdiction over the Action for the limited purposes of enforcement of the terms of this Consent
25 Decree. The Parties agree not to object to an expedited hearing schedule on any Dispute Resolution
26 motion if one of the Parties requests one.

27 45. Litigation Costs and Fees: Litigation costs and fees incurred in conducting meet and

1 confer or otherwise addressing and/or resolving any dispute, including an alleged breach of this
2 Consent Decree, shall be awarded in accord with the standard established by Section 505 of the Clean
3 Water Act, 33 U.S.C. §1365 and case law interpreting that standard.

4 **XIII. NOTICES AND SUBMISSIONS**

5 46. Except as otherwise expressly provided in this Consent Decree, whenever under the
6 terms of this Consent Decree notice is required to be given or a report or other document is required to
7 be forwarded by one Party to another, it shall, to the extent feasible be sent to the following individuals
8 as electronic computer files at the e-mail addresses specified below. If a given document cannot be e-
9 mailed, it shall be mailed by U.S. Mail to the following addresses. Any change in the individuals
10 designated by either Party must be made in writing to the other Parties.

11 As to Plaintiff:

12
13 Fredric Evenson
14 Ecology Law Center
15 P.O. Box 1000
16 Santa Cruz, CA 95061
17 Telephone: (831) 454-8216
18 Email: evenson@ecologylaw.com

19 Christopher A. Sproul
20 Environmental Advocates
21 5135 Anza Street
22 San Francisco, California 94121
23 Email: csproul@enviroadvocates.com

24 As to the Defendant:
25 [to be added]

26 **XIV. MISCELLANEOUS PROVISIONS**

27 47. **Execution in Counterparts:** The Consent Decree may be executed in one or more
28 counterparts which, taken together, shall be deemed to constitute one and the same document.

48. **Severability:** In the event that any of the provisions of this Consent Decree is held by a
court to be unenforceable, the validity of the enforceable provisions shall not be adversely affected.

49. **Construction:** The language in all parts of this Consent Decree, unless otherwise

1 stated, shall be construed according to its plain and ordinary meaning.

2 **50. Integrated Consent Decree:** All agreements, covenants, representations and
3 warranties, express or implied, oral or written, of the Parties concerning the subject matter of this
4 Consent Decree are contained herein.

5 **51. Facsimile Signatures:** Signatures of the Parties transmitted by facsimile shall be
6 deemed binding.

7 **52. Force Majeure:** No Party shall be considered to be in default in the performance of any
8 of its obligations when a failure to perform is due to a "Force Majeure." A Force Majeure event is any
9 act of God, war, fire, earthquake, flood, natural catastrophe, and restraint by court order or public
10 authority. A Force Majeure event does not include normal inclement weather, such as anything less
11 than or equal to a 100 year/24 hour storm event or inability to pay. Any Party seeking to rely upon this
12 paragraph shall have the burden of establishing that it could not reasonably have been expected to
13 avoid, and which by exercise of due diligence has been unable to overcome, the Force Majeure. The
14 Parties shall exercise due diligence to resolve and remove any Force Majeure event.

15 **53.** The parties hereto enter into this Consent Decree, Order and Final Judgment and submit
16 it to the Court for its approval and entry as a final judgment.

17 **XV. EFFECTIVE AND TERMINATION DATES**

18 **54.** Within three (3) days of the final signature of the Parties, Plaintiff shall submit this
19 executed Consent Decree to EPA and DOJ for a 45-day review and comment period pursuant to CWA
20 § 505(c)(3) and 40 C.F.R. § 135.5. The Court shall not enter its judgment on consent until the
21 expiration of this review and comment period. If EPA or DOJ requests or suggests revisions to this
22 Consent Decree or objects to entry of this Consent Decree in the form presented, the Parties shall
23 within ten (10) days meet and confer on whether to revise this Consent Decree in accord with the
24 requested or suggested revisions provided by EPA or DOJ and/or otherwise to accommodate EPA or
25 DOJ's objections. If the Parties do not mutually agree to any such revisions or modifications, the
26 Parties shall so notify the Court and request entry of the Consent Decree in the form drafted. If the
27 Court objects to entry of this Consent Decree in the form presented, the Parties will attempt in good

1 faith to agree to revisions of this Consent Decree necessary so that it is acceptable to the Court.

2 55. The Effective Date of this Consent Decree shall be the last day for EPA and DOJ to
3 comment on the Consent Decree, i.e., the 45th day following these agencies' receipt of the Consent
4 Decree, or the date on which these agencies provide notice that they require no further review,
5 whichever occurs earlier.

6 56. This Consent Decree shall terminate on July 31, 2018, provided that A&S has made all
7 monetary payments owed under the Consent Decree and there is no pending Dispute Resolution
8 proceeding pursuant to the provisions of Part XII (DISPUTE RESOLUTION). If A&S has not made all
9 monetary payments owed under the Consent Decree or if there is a pending Dispute Resolution
10 proceeding, the Consent Decree shall be extended until A&S has made all monetary payments owed
11 under the Consent Decree and all pending Dispute Resolution proceedings have been resolved.

12
13 IN WITNESS WHEREOF, the undersigned have executed this Consent Decree as of the date first
14 set forth above.

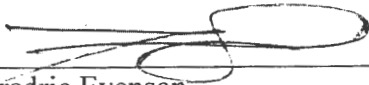
15
16 **IT IS SO ORDERED:**

17
18
19 Date: _____

Honorable Edward J. Davila
UNITED STATES DISTRICT COURT JUDGE
NORTHERN DISTRICT OF CALIFORNIA

20
21
22 APPROVED AS TO FORM:
23 ENVIRONMENTAL ADVOCATES

24 Dated: 7/14 2016

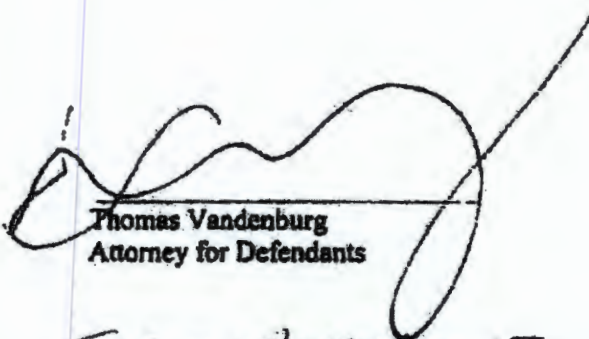


Fredric Evenson
Attorney for Plaintiff

25
26
27
28 [PROPOSED] CONSENT DECREE

CASE NO. 3:15-cv-02758-EMC

1 Dated: 4/14 2016

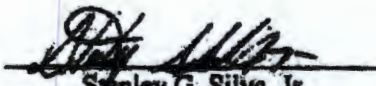
2 
Thomas Vandenburg
Attorney for Defendants

3 APPROVED AS TO CONTENT:

4
5 Dated: APRIL 26, 2016

6 *Ecological Rights Foundation, by*
James Lampert, its EXEC. DIR.
James Lampert
Ecological Rights Foundation

7
8
9 Dated: April 14, 2016

10 
Stanley G. Silva, Jr.
A&S Metals

11
12 Table 1

13 Table 1. Tier One Levels

14

Contaminant	Tier One Limit micrograms per liter (ug/L)	Source of Limit
pH	6.5-8.5 units	Basin Plan
Total Cadmium	4 ug/L	Basin Plan
Total Recoverable Copper	9 ug/L	California Toxics Rule
Total Recoverable Lead	2.5 ug/L	California Toxics Rule
Total Recoverable Mercury	0.050 ug/L	California Toxics Rule
Total Recoverable Nickel	52 ug/L	California Toxics Rule
Total Recoverable Selenium	5 ug/L (or such revised level as set by the U.S. EPA as the applicable CWA water quality standard)	California Toxics Rule
Total Recoverable Zinc	120 ug/L	California Toxics Rule

22

23 Table 2. Tier Two Levels Facility Discharges

24

Contaminant	Tier Two Limit milligrams per liter (mg/L)	Sources of Limit
Chemical Oxygen Demand	120 mg/L	EPA Benchmark
Oil and grease	15 mg/L	EPA Benchmark
pH	6-9 units	EPA Benchmark

27

1	Total Suspended Solids	100 mg/L	EPA Benchmark
2	Total Recoverable Aluminum	0.750 mg/L	EPA Benchmark
3	Total Cadmium	0.0159 mg/L	EPA Benchmark
4	Total Recoverable Copper	0.0636 mg/L	EPA Benchmark
5	Total Recoverable Iron	1.0 mg/L	EPA Benchmark
6	Total Recoverable Lead	0.0816 mg/L	EPA Benchmark
7	Total Recoverable Mercury	0.0024 mg/L	EPA Benchmark
8	Total Recoverable Zinc	0.117 mg/L	EPA Benchmark

SEPARATE AGREEMENT ON MITIGATION, FEES, AND COSTS

WHEREAS, Plaintiff has brought a Clean Water Act ("CWA") citizen suit, Civil Case No. C:15-cv-02758-EMC (N.D. Cal. 2015) ("the Action") alleging that A&S Metals, SGS Recycling Enterprises, Inc., and Stanley G. Silva, Jr. (hereinafter referred to collectively as "A&S Metals") are the owners and operators of the A&S recycling facility located at 11340 Commercial Parkway, Castroville, California ("the Facility") and have caused pollutants to be discharged to waters of the United States from the Facility in violation of the CWA;

WHEREAS, Plaintiff and A&S have agreed that it is in the Parties' mutual interest to enter into a Consent Decree and this separate settlement agreement which in combination set forth terms and conditions appropriate to resolving the allegations set forth in the Complaint in the Action without further proceedings and without any admission of liability by A&S;

NOW THEREFORE IT IS HEREBY FURTHER AGREED BETWEEN THE PARTIES, AS A SUPPLEMENT TO THEIR AGREEMENTS SET FORTH IN THEIR SEPARATE CONSENT DECREE IN THE ACTION;

1. Supplemental Environmental Project Funding: As mitigation of the violations alleged in Plaintiff's Notice and Complaint, A&S shall pay the sum of \$5,000 to the Monterey Bay Aquarium's Sea Otter Research and Conservation Program ("SORAC"). The payments shall be made in five \$1,000 monthly installments pursuant to the payment schedule in Attachment A.
2. Reimbursement of Fees and Costs: A&S shall reimburse Plaintiff in the amount of \$20,000 to help defray Plaintiff's investigation fees and costs, expert fees and costs, reasonable attorneys' fees, and all other costs incurred as a result of investigating the activities at the Facility, bringing these matters to A&S's attention, and negotiating a resolution of this action in the public interest. An initial payment of \$5,000 shall be made within fifteen (15) days of the Effective Date of the Consent Decree. The remaining \$15,000 shall be paid in \$1,000 monthly installments pursuant to the payment schedule in Attachment A.
3. All payments to Plaintiff shall be made by check made payable to Environmental Settlement Agreement

Advocates Attorney Client Trust Account. Payments shall be sent via certified mail, return receipt requested, to the following address:

Christopher A. Sproul
Environmental Advocates
5135 Anza Street
San Francisco, California 94121

4. All Supplement Environmental Project funding pursuant to paragraph 1 shall be made by check payable to the Monterey Bay Aquarium Foundation, along with an explanation that the donation is to be used for the Monterey Bay Aquarium's Sea Otter Research and Conservation Program ("SORAC"). Such payments shall be sent via certified mail, return receipt requested, to the following address (with notice to the Plaintiff that such payments have been sent):

[Insert contact person]
Monterey Bay Aquarium
886 Cannery Row
Monterey, California 93940

5. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of California.
6. Successors and Assigns: This Agreement inures to the benefit of, and is binding upon, each of the Parties hereto, and upon each of their successors, assigns, transferees and representatives to the fullest extent permitted by law.
7. Notices required by this Agreement shall be directed as follows (with electronic transmission sufficing):

To Plaintiff: Fredric Evenson, Ecology Law Center, P.O. Box 1000, Santa Cruz, California 95061, Email: evenson@ecologylaw.com; with a copy to: Christopher Sproul, Environmental Advocates, 5135 Anza St., San Francisco, CA 94121, E-mail: csproul@enviroadvocates.com

To Defendants: [insert]

IN WITNESS WHEREOF this Agreement is executed and agreed to by the following, to be effective on the date that the Consent Decree in the Action becomes effective (i.e., the 45th day following these agencies' receipt of the Consent Decree, or the date on which these agencies provide notice that they require no further review, whichever occurs earlier).

FOR ECOLOGICAL RIGHTS FOUNDATION

By:


Dated: ^{APRIL} ~~March~~ 26, 2016

Ecological Rights Foundation, by
James Lamport, its EXEC. DIR.
James Lamport, Executive Director for Ecological
Rights Foundation

Approved as to form for Plaintiff:

By:

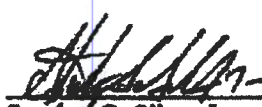
Dated: ^{April} ~~March~~ 26, 2016


Christopher Sproul
ENVIRONMENTAL ADVOCATES
Attorneys for Plaintiff Ecological Rights
Foundation

FOR DEFENDANTS

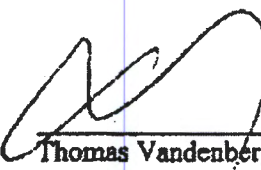
By:

Dated: April 14, 2016


Stanley G. Silva, Jr.
A&S Metals

Approved as to form for Defendants:

Dated: ^{April} ~~March~~ 14, 2016


Thomas Vandenberg
Attorney for Defendants

Attachment A (Payment Schedule)

Payment	Due Date	Amount	Payment Type	Recipient
1	By 15 days after "Effective Date"	\$5,000	Attorneys' fees & costs	ERF
2	May 1, 2016	\$1,000	SEP	SORAC
3	June 1, 2016	\$1,000	SEP	SORAC
4	July 1, 2016	\$1,000	SEP	SORAC
5	August 1, 2016	\$1,000	SEP	SORAC
6	September 1, 2016	\$1,000	SEP	SORAC
7	October 1, 2016	\$1,000	Attorneys' fees & costs	ERF
8	November 1, 2016	\$1,000	Attorneys' fees & costs	ERF
9	December 1, 2016	\$1,000	Attorneys' fees & costs	ERF
10	January 1, 2017	\$1,000	Attorneys' fees & costs	ERF
11	February 1, 2017	\$1,000	Attorneys' fees & costs	ERF
12	March 1, 2017	\$1,000	Attorneys' fees & costs	ERF
13	April 1, 2017	\$1,000	Attorneys' fees & costs	ERF
14	May 1, 2017	\$1,000	Attorneys' fees & costs	ERF
15	June 1, 2017	\$1,000	Attorneys' fees & costs	ERF
16	July 1, 2017	\$1,000	Attorneys' fees & costs	ERF
17	August 1, 2017	\$1,000	Attorneys' fees & costs	ERF
18	September 1, 2017	\$1,000	Attorneys' fees & costs	ERF
19	October 1, 2017	\$1,000	Attorneys' fees & costs	ERF
20	November 1, 2017	\$1,000	Attorneys' fees & costs	ERF
21	December 1, 2017	\$1,000	Attorneys' fees & costs	ERF